**MESSRELIAN LAW INC.**
Harout Messrelian, Esq. (SBN 272020)
*hm@messrelianlaw.com*
101 N. Brand Blvd., Suite 1450
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorney for Plaintiff,
BRENDA ROMERO ARAGON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

***(UNLIMITED JURISDICTION)***

BRENDA ROMERO ARAGON,

Plaintiff,

vs.

SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS; and DOES 1 to 25, inclusive,

Defendant.

Case No.: 24STCV03746

*[Assigned for all purposes to Honorable Robert B. Broadbelt, Dept. 513]*

**PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**

[Filed Concurrently with Declaration of Harout Messrelian and Proposed Order]

Hearing Date: 11/20/26
Time: 10:00am
Department: 513

Res. ID: 672324774120

Complaint Filed: February 14, 2024

TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on November 20, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 513 of the above-entitled Court, Plaintiff Brenda Romero Aragon ("Plaintiff") will and hereby does move unopposed, the Court, pursuant to Labor Code § 2698 et seq., for an order approving the Private Attorneys General Act of 2004 ("PAGA"), Cal. Labor Code § 2698 et seq., settlement agreement between Plaintiff and Defendant Southern California Conference of Seventh-day Adventists (hereinafter "Defendant" or "the CONFERENCE") (collectively, "the Parties")

This Motion is based on this Notice, the attached Memorandum of Points and Authorities; the concurrently-filed Declaration of Harout Messrelian, the papers and pleadings on file in this action, any and such other evidence and oral argument as may be presented in connection with the hearing on this Motion.

DATED: August 14, 2026

**MESSRELIAN LAW INC.**

By______________________________
Harout Messrelian, Esq.
Attorney for Plaintiff

# MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION

Plaintiff and Defendant have reached an agreement to settle the above-captioned action (the "Action"). Plaintiff and Defendant are collectively referred to as the "Parties" and any one of them individually may be referred to as a "Party." The Parties have memorialized the terms of this settlement in a "Joint Stipulation of Settlement and Release of PAGA Action" (the "Settlement Agreement"). Attached as **Exhibit 1** to the Declaration of Harout Messrelian ("Messrelian Decl.") is a true and accurate copy of the Settlement Agreement and the PAGA notice that will be sent to the alleged aggrieved employees covered by the Settlement Agreement, being Plaintiff and all current and former non-exempt employees of Defendant in the State of California from December 11, 2022 until the date of judgment ("PAGA Members"), with their payment. By this Motion and pursuant to California Labor Code section 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement.

## II. ALLEGATIONS AND INVESTIGATION

Defendant is a regional administrative body of the Seventh-day Adventist Church that operates and oversees churches, schools, pre-schools, care centers, camps, and an administrative office throughout Southern California. Plaintiff was classified as a non-exempt, hourly employee and worked for Defendant in its kitchen/housekeeping department at one of its camps from approximately July 7, 2023 to January 7, 2024. *See* Declaration of Harout Messrelian ("Messrelian Decl.") ¶ 4.

Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On November 29, 2023, Plaintiff on behalf of herself and Defendant's California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to pay minimum wages and to compensate for all hours worked, including off-the-clock work (Labor Code sections 1194, 1194.2, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code section 510); (3) failed to provide rest periods (Labor Code section 226.7); (4) failed to provide meal periods (Labor Code sections 512, 226.7); (5) failed to timely pay wages due during employment (Labor Code section 204); (6) failed to provide accurate itemized wage statements (Labor Code section 226); (7) failed to keep accurate and complete payroll records (Labor Code sections 1174, 1174.5); (8) failed to pay wages at the end of employment (Labor Code section 201, 202, 203); (9) failed to reimburse business expenses (Labor Code sections 2800, 2802); and (10) engaged in unlawful business practices in violation of Labor Code section 558 and Business and Professions Code section 17200. Plaintiff filed her lawsuit on February 14, 2024, in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV03746, asserting a representative cause of action for PAGA penalties based on the theories outlined in the PAGA letter. *See* Messrelian Decl., ¶ 5.

Through informal discovery, Defendant produced records and represented that it employed approximately 670 employees falling within Plaintiff's Aggrieved Employees definition for the period from December 11, 2022 (one year and 65 days before Plaintiff's PAGA lawsuit) through the date of judgment, and that there are paychecks issued for a total of approximately 25,000 pay periods worked for that same time period. *See* Messrelian Decl., ¶ 6.

The Settlement Agreement covers PAGA Members, which are Aggrieved Employees employed on or after December 11, 2022, through the date of judgment. *See* Messrelian Decl., ¶ 7.

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit. *See* Messrelian Decl., ¶ 8.

The parties attended a full-day mediation with experienced mediator JJ Johnston, Esq., on July 30, 2025. Although the Parties did not reach resolution at the mediation, they continued to negotiate and ultimately reached a settlement. Before agreeing to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's policies, practices, operations, time and payroll information and other topics. Prior to negotiation, Defendant produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time records and payroll records for a sample of 114 aggrieved employees falling within Plaintiff's Aggrieved Employees definition and during the applicable PAGA period. Through extensive arm's length negotiations and only after discovery and investigation were performed, the Parties agreed to settlement terms. Attached as Exhibit 1 is a true and accurate copy of the "Joint Stipulation of PAGA Settlement and Release" (hereinafter "Settlement Agreement") along with the notice that will be sent, with payment, to the PAGA Members covered by the Settlement Agreement. As alluded to above, the Parties negotiated the PAGA claims through arms-length negotiation during a private mediation, and only after sufficient discovery was completed, including data being sent to Plaintiff's data expert for analysis/review. *See* Messrelian Decl., ¶ 9.

The Parties conducted investigation of the facts and law both before and after the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the PAGA Members, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, especially in this post-pandemic era when most California businesses are still struggling to remain afloat, much less prosper and make a large profit. *See* Messrelian Decl., ¶ 10.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits, especially in light of the post-pandemic era and the business climate. *See* Messrelian Decl., ¶ 11.

## III. FAIRNESS OF THE SETTLEMENT

While this Action is a representative PAGA claim, the Parties are not obligated to follow the class action procedural rules for obtaining approval of this settlement. *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA Members were not provided compliant meal periods and rest periods under the law. *See* Messrelian Decl., ¶ 12.

Plaintiff contends that the civil penalty statutes applicable to the Action arise from violations of the California Labor Code, including, but not limited to, Labor Code sections 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a sum of money for each pay period in which he or she was underpaid. However, under Labor Code section 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory. Lab. Code § 2699(e)(2); *See* Messrelian Decl., ¶ 13.

As it relates to Plaintiff's argument for meal break violations, Plaintiff's data analysis revealed a shift violation rate of 15.6% for short, late, or no meal breaks for shifts that were 5 hours or greater. The data revealed that 48.5% of shifts in the sample were 5 hours or greater. As such, we are dealing with alleged violations covering 12,125 pay periods [25,000 total pay periods x 48.5%]. If you extrapolate the 15.6% shift violation rate, it amounts to 21.1% of pay periods having at least one meal period violation. As such, the maximum exposure for meal period violations in the PAGA period, which Plaintiff understands Defendant disputes, would be $127,900, which is calculated as follows: 12,125 pay periods x 21.1% equals 2,558 affected pay periods; 2,558 pay periods x $50/pay period (civil penalty) amounts to **$127,900** in exposure. The latter exposure calculation also does not take into account the fact that there are risks to Plaintiff's meal period claims. Specifically, Defendant paid meal period premiums and maintained compliant meal period policies. Defendant further contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. Determining by a review of Defendant's time records the exact reasons why a meal period appears to be short or late or not taken would be difficult and would be a challenge as Plaintiff would have issues with manageability. *See* Messrelian Decl., ¶ 14.

As it relates to Plaintiff's argument for rest break violations, rest breaks were not separately tracked on paper by Defendant's timekeeping system, and Defendant maintained compliant rest period policies. Plaintiff nonetheless contends that the same conditions giving rise to the meal period violations also resulted in missed, late, or interrupted rest periods. Applying a civil penalty of $100 per affected pay period to the same 2,558 affected pay periods identified above yields a maximum exposure of **$255,800** (2,558 pay periods x $100/pay period). As such, the maximum exposure for meal period and rest period violations in the PAGA period, which Plaintiff understands Defendant disputes, would be **$383,700**. *See* Messrelian Decl., ¶ 15.

As it relates to Plaintiff's other claims, there would be substantial issues with proof. As it relates to Plaintiff's minimum wage claim, the claim fails because there was no rounding, as the hours were paid to the second decimal point. As it relates to straight overtime, the claim fails because overtime was paid correctly according to the sample, and the average number of hours worked per day was only 5.4 hours, which does not trigger daily overtime. As it relates to the regular rate of pay claim, it fails because there were no bonus or commission payments in the sample. As it relates to Plaintiff's wage statement claim under Labor Code section 226(a), although Plaintiff argued that the legal entity name on the paystubs was not the full name of the employer, Defendant argued that this did not cause confusion to employees because the Church's symbol appears on the wage statements along with an address, which would eliminate any confusion as to the identity of the legal employer; in any event, Defendant argues that there was no knowing and intentional violation. *See* Messrelian Decl., ¶ 16.

As it relates to Plaintiff's claim for business expense reimbursement, Defendant argued that personal cell phones were not required for work purposes, that the uniforms employees were required to wear were not of a distinct design or color so as to warrant reimbursement, and that Defendant maintained a compliant expense reimbursement policy under which employees could submit reimbursement requests if they believed an item should be reimbursed. Plaintiff's remaining claims are derivative claims for violations of Labor Code sections 203, 204, and 1174 for not being paid all wages owed every pay period or at the end of employment as well as for failing to keep accurate records, and are not triggered absent the underlying meal and/or rest period violations. *See* Messrelian Decl., ¶ 17.

Based on the above calculations, Plaintiff's aggregate exposure for the strongest disputed claims, which again Plaintiff understands Defendant disputes, would be **$383,700**. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of $300,000 is a very strong result, especially in light of the risk factors as discussed above. *See* Messrelian Decl., ¶ 18.

Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of Plaintiff's allegations in the operative Complaint. *See* Messrelian Decl., ¶ 19.

PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("…a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. In *Carrington v. Starbucks*, the Court of Appeal affirmed a trial court's heavily discounted award of only $5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal. App. 5th 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of $70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only $150,000 (30,000 violations x $5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the same formula here and assuming there was one violation during each pay period, the award of civil penalties could not exceed $125,000 in PAGA penalties (25,000 x $5). As such, this Settlement is a great result based solely on the risk the Court chooses to apply the *Carrington* formula. Defendant has also provided defenses to the Labor Code claims underlying Plaintiff's allegations. Thus, the chance of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain. *See* Messrelian Decl., ¶ 20.

The Parties further recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits to the PAGA Members and Plaintiff from continued litigation. *See* Messrelian Decl., ¶ 21.

The settlement of the Action involves monetary relief to all PAGA Members, Plaintiff, her attorneys, and the State of California. *See* Messrelian Decl., ¶ 22.

Furthermore, Plaintiff recognizes that continued litigation presents significant risks that support a significant downward departure from Plaintiff's estimated civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and PAGA Members and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F.3d 902 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Plaintiff, the aggrieved employees, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the

Parties consistent with public policy and fully comply with applicable provisions of law. *See* Messrelian Decl., ¶ 23.

## IV. TERMS OF THE SETTLEMENT

### A. Released Claims

Plaintiff's Released Claims include, but is not limited to, all claims for unpaid wages, meal period or rest period premiums, civil or statutory penalties, waiting time penalties, liquidated damages, and/or any and all other associated penalties, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 204b, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, and 2699.3, California Business & Professions Code § 17200 *et seq.*, and all claims under the governing IWC Wage Orders, as well as any claims or potential claims for attorneys' fees, costs and/or interest, and/or any other claims relating to Plaintiff's employment with Defendant or the separation thereof. Nothing in this release will impact the Plaintiff's standing to serve as a PAGA representative in the Action. Plaintiff's Released Claims do not include any claims that cannot be released as a matter of law. *See generally*, Messrelian Decl., **Exhibit 1**, paragraph 23.

### B. Net Settlement Amount

Defendant agrees to pay $300,000 toward the Settlement (the "Gross Settlement Amount" or "GSA") which will be distributed as follows:

1. $100,000.00 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.
2. $10,488.50 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.
3. $6,000.00 in PAGA Settlement Administrator costs to the Settlement Administrator (Apex).
4. $183,511.50 (the "Net Settlement Amount" or "NSA") will be divided as follows:
5. $137,633.62 (75% of "NSA") to the LWDA, which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*; and
6. $45,877.88 (25% of NSA) (the "PAGA Members Amount") to the PAGA Members, which represents civil penalties payable to the PAGA Members as civil penalties that are allegedly owed in the Action for the period from

December 11, 2022 through the date of judgment.

*See generally* Messrelian Decl., **Exhibit 1,** paragraphs 28, 29, 30, 31, 32.

### C. Individual Settlement Payment

Plaintiff and each PAGA Member shall receive a portion of the PAGA Members Amount in proportion to the number of pay periods employed in California during the Settlement Period. Payments will be calculated by multiplying each individual Aggrieved Employee's total number of Pay Periods by the Pay Period Value for Aggrieved Employees *See generally* Messrelian Decl., **Exhibit 1,** paragraph 32b.

### D. Tax Treatment of Individual Payments

Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. *See generally* Messrelian Decl., **Exhibit 1,** paragraph 44.

## V. THE PROPOSED FEE AMOUNT FOR ATTORNEY'S FEES AND COST AMOUNT FOR LITIGATION EXPENSES IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff's counsel's request for $100,000.00 in attorney fees and $10,488.50 in litigation costs is fair and reasonable. "Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 47 fn. 11 (2008) (*quoting Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000); *see also Lafitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (Cal. Aug. 11, 2016) (holding that courts can use the percentage method for the calculation of attorneys' fees). This is also consistent with

Plaintiff's Counsel's experience in cases involving PAGA claims. This award is justified here because Plaintiff's counsel achieved a strong result for the PAGA Members and the State while bearing the substantial burdens of contingency representation. *See* Messrelian Decl., ¶¶ 25-26.

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiff's Counsel based on a percentage of the total settlement value agreed upon by the Parties. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*Serrano v. Priest*, 20 Cal. 3d. 25, 48-49 (1977) ["when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"]; *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 230, 254 (2001); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26-30 (2000).

The litigation costs expended to aid in the representation of the PAGA Members include the following: lawsuit filing fee of $454.22; PAGA initial filing fees of $75.00; service of lawsuit fee of $80.00; expert data analysis fee of $1,050.00; mediation fee of $8,750.00; cost of obtaining Plaintiff's personnel file and pay records of $10.10; and miscellaneous filing fees of $69.18 for a total of $10,488.50. All of these costs are documented and reasonably incurred. See Messrelian Decl., ¶ 27.

## VI. NO ADMISSION OF LIABILITY OR WRONGDOING

This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or the Released Parties. *See generally* Messrelian Decl., **Exhibit 1**, paragraph 64.

## VII. PAGA SETTLEMENT ADMINISTRATION

The Parties agree to use Apex Class Action Administration to handle the administration of this Settlement. *See* Messrelian Decl., ¶ 28, **Exhibit 1**, paragraph 26.

### A. Funding of the Gross Settlement Amount.

Defendant will make a single payment of $300,000.00 into the QSF, which the

Settlement Administrator will manage and establish, within thirty (30) days of the Effective Date. The Gross Settlement Amount will be used to pay: (a) the Attorneys' Fees and Costs to Plaintiff's Counsel; (b) the Settlement Administration Costs to the Settlement Administrator; (c) The LWDA Payment to the LWDA; and (d) the PAGA Payment to be distributed among all Aggrieved Employees. **Exhibit 1**, paragraph 28.

To facilitate the funding of the QSF for distribution as detailed above, Defendant will make a single payment of the Gross Settlement Amount of $300,000.00 into the QSF, which the Settlement Administrator will manage and establish, within thirty (30) days of the Effective Date. The Settlement Administrator will notify Defendant's counsel of the account information to which Defendant will wire or otherwise provide payment into the QSF to fund the Gross Settlement Amount. Upon establishing the QSF, the Settlement Administrator will maintain the fund through Settlement approval and settlement administration. **Exhibit 1**, paragraph 34.

### B. <u>Delivery of the Aggrieved Employee Information</u>

Within fourteen (14) calendar days of entry of the Court's Order Granting Settlement Approval, Defendant will provide the Aggrieved Employee Information List to the Settlement Administrator. **Exhibit 1**, paragraph 35.

Within ten (10) days after the Settlement Administrator receives the list of Aggrieved Employees from Defendant, the Settlement Administrator will mail a Notice of PAGA Settlement to all Aggrieved Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the list. **Exhibit 1**, paragraph 37.

### C. <u>Distribution and Timing of Payments</u>

Within thirty (30) days after Defendant has fully funded the QSF with the Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) all Aggrieved Employees, including any Aggrieved Employee whose Notice of PAGA Settlement was returned as undeliverable; (b) Plaintiff's Counsel; and (c) the LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement. The Settlement Administrator will pay the Individual PAGA Payments from the PAGA Payment, or the twenty-five percent (25%) portion of the Net Settlement Amount (currently estimated at $45,750.00), to all Aggrieved Employees. The Settlement Administrator will submit these payments by sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the list of Aggrieved Employees' names and addresses provided by Defendant, or as subsequently determined by the Settlement Administrator to be correct. **Exhibit 1**, paragraph 39.

### D. <u>Uncashed or Returned Checks</u>

Aggrieved Employees will receive checks for their Individual PAGA Payments. Checks will remain negotiable for one hundred eighty (180) calendar days ("Check-Cashing Deadline"). Any check not cashed within one hundred eighty (180) calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq*., for the benefit of those Aggrieved Employees who did not cash their checks until such time that they claim their property. No later than ten (10) calendar days after the expiration of the 180-day period, the Settlement Administrator shall deposit the total amounts contained in the settlement checks to the Controller of the State of California. **Exhibit 1**, paragraph 40.

## VIII. <u>CONCLUSION</u>

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

DATED: August 14, 2026

**MESSRELIAN LAW INC.**

By__________________________
Harout Messrelian, Esq.
Attorney for Plaintiff

# PROOF OF SERVICE

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within entitled action. My business address is 101 N. Brand Blvd., Suite 1450, Glendale, California 91203 and my email address is hm@messrelianlaw.com.

On **August 17, 2026,** I served the foregoing document(s) described as **PLAINTIFF'S NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER ON UNOPPOSED PAGA APPROVAL MOTION**

on the interested parties in this action by placing an [ ] original or [X] true copies thereof in a sealed envelope and addressed as follows:

VARNER & BRANDT LLP
Matthew Neufeld
Matthew.Neufeld@varnerbrandt.com
Madison R. Montgomery"
Madison.Montgomery@varnerbrandt.com
Daisy Diaz
Daisy.Diaz@varnerbrandt.com
Richard D. Marca
Richard.Marca@varnerbrandt.com
Melissa Antimo
Melissa.Antimo@varnerbrandt.com
*Attorneys for Defendant*

[X] **(BY ELECTRONIC TRANSMISSION)** Pursuant to electronic service CCP Sec 1010.6, I transmitted the document(s) electronically to the person (s) at the email address(es) above. Transmission was reported as complete and without error.

[X] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I served the documents by the means described above on **August 17, 2026**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Harout Messrelian
(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Journal Technologies eFiling Portal

# Court Reservation Receipt

## Reservation

| | |
|---|---|
| Reservation ID: 672324774120 | Status: RESERVED |
| Reservation Type: Motion for Order (Approving PAGA Settlement) | Number of Motions: 1 |
| Case Number: 24STCV03746 | Case Title: BRENDA ROMERO ARAGON vs SOUTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS |
| Filing Party: Brenda Romero Aragon (Plaintiff) | Location: Stanley Mosk Courthouse - Department 513 |
| Date/Time: November 20th 2026, 10:00AM | Confirmation Code: CR-SV7ZWG8SUMQ8HVVV3 |

## Fees

| Description | Fee | Qty | Amount |
|---|---|---|---|
| Motion for Order (name extension) | 0.00 | 1 | 0.00 |
| TOTAL | | | $0.00 |

## Payment

| | |
|---|---|
| Amount: $0.00 | Type: NOFEE |

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